

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CHAD
AND
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA
REGARDING THE STATUS OF PERSONNEL
OF THE UNITED STATES IN CHAD



**Agreement Between
The Government of the Republic of Chad
And
The Government of the United States of America
Regarding the Status of Personnel of the United States
In Chad.**

Desiring to increase their military cooperation and enhance the interoperability of their military forces;

Noting that the Demining Training Program and the Pan Sahel Initiative support this goal; and

Desiring to provide for the privileges and immunities for U.S. military and civilian personnel of the Department of Defense and U.S. contractors participating in these programs and other agreed activities in the Republic of Chad;

The Parties mutually agree as follows:

The Government of the Republic of Chad shall grant U.S. military and civilian personnel of the United States Department of Defense in the Demining Training Program, the Pan Sahel Initiative, and other activities agreed to by the Parties, a status equivalent to that of the U.S. Embassy administrative and technical personnel under the April 18, 1961 Vienna Convention on Diplomatic Relations. Such personnel may enter and leave the Republic of Chad holding United States identification cards and collective or individual orders.

The relevant Republic of Chad authorities shall accept as valid, without requiring any fees or driving test, driving licenses or permits issued by competent United States authorities. U.S. military members shall be permitted to wear uniforms and to carry arms in the discharge of their official duties provided for by their orders.

The Government of the United States and its military and civilian personnel and non-Chadian contractors and their employees not normally resident in Chad participating in the Demining Training Program, the Pan Sahel Initiative and other agreed activities shall be exempt from all taxes and similar charges and from customs duties on their personal effects.

Materials, equipment, fuels, supplies and personal effects imported by the Government of the United States and its civilian and military personnel and non-Chadian contractors and their employees not normally resident in Chad participating in the Demining Training Program, the Pan Sahel Initiative and other agreed activities are exempt from all taxes and custom duties.

Materials and equipment that are to be re-exported at the end of the Demining Training Program, the Pan Sahel Initiative or other agreed activities shall be placed under the normal temporary entry system with a total suspension of taxes and custom duties. At the end of the Demining Training Program, the Pan Sahel Initiative or other agreed activities materials and equipment transferred to the Chadian Government shall be exempt from all taxes and customs duties. However, those materials and equipment transferred to third parties in Chad shall be subject to taxes and customs duties.

The Government of the United States of America and the Government of Chad shall cooperate in order to take measures necessary to ensure the security of the U.S. personnel and property in the Chadian territory.

The Government of the United States of America may enter into contracts for any materials, supplies, equipment and services (including construction), to be furnished or undertaken in Chad relating to agreed upon activities conducted under this Agreement without restriction as to choice of contractor, supplier or person who shall provide such services. Such contracts shall be solicited awarded and administered in accordance with the laws and regulations of the United States.

The acquisition of goods and services in Chad by or on behalf of the U.S. Government in implementing this Agreement shall be exempt from any taxes or customs duties or other similar fees charged or levied in Chadian territory, other than those costs charged for services requested and rendered. For such goods and services requested by and rendered to the Government of the United States, the U.S. will be charged rates no less favorable than those charged and paid by the Armed Forces of Chad.

U.S. authorities shall ensure discipline among U.S. military and civilian personnel. The Government of Chad authorizes the United States government to exercise criminal jurisdiction over such personnel. The Government of Chad and the Government of the United States confirm that these personnel shall not be surrendered or otherwise transferred to the custody of an international tribunal or any other entity or state without the express consent of the government of the United States.

U.S. military and civilian personnel and non-Chadian contractor personnel shall have freedom of movement and access to storage and training facilities in Chad and the use of transportation means necessary to ensure training as part of the Demining Training Program, the Pan Sahel Initiative and other agreed activities. Those transportation services shall be offered free of charge by the Government of Chad.

Vehicles, ships or aircraft belonging to U.S. Armed Forces or used by its military and civilian personnel or exclusively on behalf of the Government of the

United States under the U.S. Government's aegis shall be exempt from paying land transit, piloting, landing, navigation, overflight, parking, lighter-age or harbor charges related to the activities under this Agreement. However, U.S. forces shall pay reasonable charges as remuneration for services requested and rendered, at rates no less favorable than those charged to and paid by the Armed Forces of Chad. U.S. aircraft, vessels, and vehicles shall be exempt from any inspection.

The Government of Chad shall grant to the Government of the United States and its military and civilian personnel the benefit of using the spectrum of radio electric frequencies and operation of their own means of telecommunication without charge. However, the use of the spectrum of the radio electric frequencies shall be subject to a prior authorization by the Chadian Telecommunications Regulations Office (OTRT).

In accordance with the provisions of this agreement and as part of implementing the Demining Training Program, the Pan Sahel Initiative, and other agreed activities, both Parties shall give up any claim they could have towards each other (except for contractual claims) for any damage, loss or destruction of their property or in case of death or bodily injury to any military or civilian personnel of the Armed Forces of either side which could result from activities undertaken under this Agreement in the territory of Chad. However, any claim for damage presented by a third party following certain actions or omissions by U.S. military or civilian personnel may be turned over to the Government of the United States and adjudicated according to the United States laws and regulations.

This agreement shall enter into force upon signature and be amended upon written mutual agreement of the parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this agreement.

Done at N'Djamena, this 25 III of 2005 in duplicate originals, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHAD


NAGOU MYAMASSOUM

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA


MARC WALL